

**TRAILER TRAIN  
COMPANY**

101 NORTH WACKER DRIVE · CHICAGO, ILLINOIS 60606  
(312) 853-3223

DIRECT LINE: (312) 984-3821

THOMAS D. MARION  
TREASURER

January 25, 1989

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th & Constitutional Avenue, N.W.  
Room 2303  
Washington, DC 20423

7102 ZZ  
RECORDED IN 7102 ZZ  
JAN 31 1989 - 11:02 AM

9-031A013

COMMERCIAL COMMISSION  
Date JAN 31 1989  
B.M.

Dear Ms. McGee:

Submitted herewith for filing and recording under 49 U.S.C.,  
Section 11303(a) and the regulations promulgated thereunder are  
three (3) fully executed documents as follows:

Lease Termination Agreement, dated as of January 15,  
1989, a secondary document supplementing the Lease of  
Equipment dated as of July 1, 1973.

Parties to this transaction are as follows:

Trailer Train Company (Lessee)  
101 North Wacker Drive  
Chicago, Illinois 60606

First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, UT 84110

Enclosed is our check in the amount of \$13.00 to cover filing  
fees.

Prior recordations pertaining to this Equipment Purchase  
Agreement being recorded are as follows:

- (1) Lease of Equipment, dated as of July 1, 1973, recorded  
on October 19, 1973, at 10:35 AM, recordation number  
7102-Q.
- (2) Amendment Agreement dated as of November 15, 1973,  
recorded on December 3, 1973, at 4:10 PM, recordation  
number 7102-T.

The Honorable Noreta R. McGee  
January 25, 1989  
Page Two

A short summary of this Lease Termination to appear in the Index is as follows:

"Lease Termination Agreement, dated as of January 15, 1989, transferring ownership of 340 units of Equipment for \$5,508,680.00 and terminating and canceling future rents due pursuant to the Lease of Equipment dated as of July 1, 1973."

Once the filing has been made, please retain one copy and return the remaining stamped counterparts to me via certified mail.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Thomas D. Marion".

TDM/map  
Enclosures

P.S. Ms. Mildred Lee - Please call Dean Holmes at 312/984-3747 as soon as this agreement is recorded advising him of the recordation number, date and time. Thank you very much.

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**OFFICE OF THE SECRETARY**

Thomas D. Marion  
Trailer Train Company  
101 N. Wacker Drive  
Chicago, Illinois 60606

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/31/89 at 11:00am , and assigned recordation number(s). 7102-ZZ

Sincerely yours,

*Narta L. McGee*

Secretary

Enclosure(s)

7102 ZZ  
RECORDATION NO. 7102 ZZ

JAN 11 1989 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

LEASE TERMINATION AGREEMENT

LEASE TERMINATION AGREEMENT dated as of January 15, 1989 between Trailer Train Company (the "Lessee") and First Security Bank of Utah, National Association, not in its individual capacity but solely as Trustee (the "Lessor") under a Trust Agreement dated as of July 1, 1973 (the "Trust Agreement"), between the Lessor and Bankers Trust Company.

WHEREAS, the parties hereto have entered into a Lease of Equipment dated as of July 1, 1973 (the "Lease");

WHEREAS, the parties hereto have entered into an Amendment Agreement dated as of November 15, 1973 (the "Amendment Agreement");

WHEREAS, an executed counterpart of the Lease was filed with the Interstate Commerce Commission on October 19, 1973 at 10:35 a.m. and assigned Recordation No. 7102-Q;

WHEREAS, an executed counterpart of the Amendment Agreement was filed with the Interstate Commerce Commission on December 3, 1973 at 4:10 p.m. and assigned Recordation No. 7102-T; and

WHEREAS, the parties hereto desire to terminate the Lease.

NOW, THEREFORE, in consideration of \$1 and other good and valuable consideration, the parties hereto agree

that the Lease as heretofore modified, supplemented or amended by the agreements described above, is terminated as of the date set forth below, that no Termination Amount referred to in Section 3 of the Lease shall be required to be paid and that no further rentals shall be due under the Lease after payment of the rental due and payable on January 15, 1989.

Attest:

TRAILER TRAIN COMPANY,  
as Lessee

By *Anthony J. Barton*  
Title: Assistant Secretary

By *Thomas D. Marion*  
Title: TREASURER

Attest:

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION  
as Lessor

By \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Title: \_\_\_\_\_

Executed as of the 15th  
day of January, 1989.

\_\_\_\_\_

that the Lease as heretofore modified, supplemented or amended by the agreements described above, is terminated as of the date set forth below, that no Termination Amount referred to in Section 3 of the Lease shall be required to be paid and that no further rentals shall be due under the Lease after payment of the rental due and payable on January 15, 1989.

Attest:

TRAILER TRAIN COMPANY,  
as Lessee

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Title:

Attest:

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION  
as Lessor

By Nancy M Dell  
Title: Trust Officer

By [Signature]  
Title: ASSISTANT TRUST OFFICER

Executed as of the 15th  
day of January, 1989.

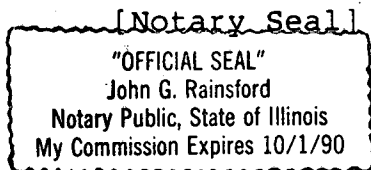
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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.:

On this 17th day of JANUARY, 1989, before me personally appeared THOMAS D. MARION, to me personally known, who, being by me duly sworn, says that he is TREASURER of TRAILER TRAIN COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

John G. Rainsford  
Notary Public

My Commission Expires:



STATE OF UTAH            )  
                              : ss.:  
COUNTY OF SALT LAKE)

On this 17th day of January, 1989, before me personally appeared Greg Hawley, to me personally know, who, being by me duly sworn, says that he is an Assistant Trust Officer of First Security Bank of Utah, N.A., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: 10-26-89

[Notary Seal]